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 5 INFORMATION SERVICES LLC

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8 **UNITED STATES DISTRICT COURT**  
 9 **NORTHERN DISTRICT OF CALIFORNIA**  
 10 **SAN JOSE DIVISION**

11

12 MOHAMED ABOUELHASSAN, ) Case No: C07 03951 JF  
 13 PRO SE, )  
 Plaintiff, )  
 v. )  
 14 )  
 15 CHASE BANK, EXPERIAN, EQUIFAX )  
 16 CREDIT INFORMATION SERVICES, )  
 17 INC., TRANSUNION, DOE 1, aka "B-Line," )  
 inclusive, )  
 Defendants. )  
 19 \_\_\_\_\_)

**ANSWER AND AFFIRMATIVE  
 DEFENSES OF EQUIFAX  
 INFORMATION SERVICES LLC TO  
 PLAINTIFF'S FIRST AMENDED  
 COMPLAINT**

20  
 21 COMES NOW Defendant Equifax Information Services LLC [sued and served herein as  
 22 EQUIFAX CREDIT INFORMATION SERVICES, INC.] ("Equifax"), through its undersigned  
 23 counsel, and for its answer and affirmative defenses to Plaintiff's Amended Complaint, states as  
 24 follows.

25 1. Equifax is without knowledge or information sufficient to form a belief as to the  
 26 truth of the allegations contained in Paragraph 1 of Plaintiff's Amended Complaint and therefore  
 27 denies the same.

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1           2.     Equifax is without knowledge or information sufficient to form a belief as to the  
2     truth of the allegations contained in Paragraph 2 of Plaintiff's Amended Complaint.

3           3.       Equifax is without knowledge or information sufficient to form a belief as to the  
4       truth of the allegations contained in Paragraph 3 of Plaintiff's Amended Complaint.

5           4.     Equifax is without knowledge or information sufficient to form a belief as to the  
6     truth of the allegations contained in Paragraph 4 of Plaintiff's Amended Complaint.

## GENERAL ALLEGATIONS

9           5.     Equifax is without knowledge or information sufficient to form a belief as to the  
10           truth of the allegations contained in Paragraph 5 of Plaintiff's Amended Complaint.

11       6.     Equifax denies the allegations contained in Paragraph 6 as they pertain to Equifax.  
12 Equifax is without knowledge or information sufficient to form a belief as to the truth of the  
13 allegations contained in Paragraph 6 of Plaintiff's Amended Complaint.

14        7.        Equifax denies the allegations contained in Paragraph 7 as they pertain to Equifax.  
15 Equifax is without knowledge or information sufficient to form a belief as to the truth of the  
16 remaining allegations contained in Paragraph 7 of Plaintiff's Amended Complaint.

## FIRST CAUSE OF ACTION

(Libel Defamation and Professional Negligence-Against all Defendants)

20       8.     In response to Paragraph 8 of Plaintiff's Amended Complaint, Equifax reasserts  
21 and realleges its responses and defenses as set forth above.

22 9. Equifax is without knowledge or information sufficient to form a belief as to the  
23 truth of the allegations contained in Paragraph 9 of Plaintiff's Amended Complaint.

24 10. Equifax denies the allegations contained in Paragraph 10 as they pertain to  
25 Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth  
26 of the remaining allegations contained in Paragraph 10 of Plaintiff's Amended Complaint.

27 11. Equifax is without knowledge or information sufficient to form a belief as to the  
28 truth of the allegations contained in Paragraph 11 of Plaintiff's Amended Complaint.

1           12     Equifax denies the allegations contained in Paragraph 12 as they pertain to  
2 Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth  
3 of the remaining allegations contained in Paragraph 12 of Plaintiff's Amended Complaint.

4           13.    Equifax denies the allegations contained in Paragraph 13 as they pertain to  
5 Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth  
6 of the remaining allegations contained in Paragraph 13 of Plaintiff's Amended Complaint.

7           14.    Equifax denies the allegations contained in Paragraph 14 as they pertain to  
8 Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth  
9 of the remaining allegations contained in Paragraph 14 of Plaintiff's Amended Complaint.

10          15.    Equifax denies the allegations contained in Paragraph 15 as they pertain to  
11 Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth  
12 of the remaining allegations contained in Paragraph 15 of Plaintiff's Amended Complaint.

13          16.    Equifax denies the allegations contained in Paragraph 16 as they pertain to  
14 Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth  
15 of the remaining allegations contained in Paragraph 16 of Plaintiff's Amended Complaint.

16          17.    Equifax denies the allegations contained in Paragraph 17 as they pertain to  
17 Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth  
18 of the remaining allegations contained in Paragraph 17 of Plaintiff's Amended Complaint.

19          18.    Equifax is without knowledge or information sufficient to form a belief as to the  
20 truth of the allegations contained in Paragraph 18 of Plaintiff's Amended Complaint.

21          19.    Equifax denies the allegations contained in Paragraph 19 as they pertain to  
22 Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth  
23 of the remaining allegations contained in Paragraph 19 of Plaintiff's Amended Complaint.

24          20.    Equifax denies the allegations contained in Paragraph 20 as they pertain to  
25 Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth  
26 of the remaining allegations contained in Paragraph 20 of Plaintiff's Amended Complaint.

27          21.    Equifax is without knowledge or information sufficient to form a belief as to the  
28 truth of the allegations contained in Paragraph 21 of Plaintiff's Amended Complaint.

## REQUEST FOR RELIEF

22. Equifax denies that Plaintiff is entitled to any of the relief set out in his prayer for relief, including each and every subpart.

## AFFIRMATIVE DEFENSES

23. Without assuming the burden of proof where it otherwise rests with the Plaintiff, Equifax pleads the following defenses to Plaintiff's Amended Complaint:

## **FIRST AFFIRMATIVE DEFENSE**

24. Plaintiff's Amended Complaint fails to state a claim against Equifax upon which relief can be granted.

## SECOND AFFIRMATIVE DEFENSE

25. Plaintiff's damages, if any, were not caused by Equifax, but by another person or entity for whom or for which Equifax is not responsible.

### **THIRD AFFIRMATIVE DEFENSE**

26. Equifax Information Services LLC maintained reasonable procedures to assure maximum possible accuracy in its credit reports.

## FOURTH AFFIRMATIVE DEFENSE

27. Equifax has complied with the provisions of the Fair Credit Reporting Act in its handling of Plaintiff's credit file, and is entitled to each and every defense afforded to it by that statute.

## **FIFTH AFFIRMATIVE DEFENSE**

28. Equifax asserts that some or all of Plaintiff's claims may be pre-empted by section 1681h(e) of the Fair Credit Reporting Act.

## SIXTH AFFIRMATIVE DEFENSE

29. Equifax has acted in good faith and without malice or intent to injure Plaintiff.

## SEVENTH AFFIRMATIVE DEFENSE

30. Plaintiff has not alleged any injury in fact.

## **EIGHTH AFFIRMATIVE DEFENSE**

31. Plaintiff has not suffered any damages.

**NINTH AFFIRMATIVE DEFENSE**

2       32. Plaintiff's damages, if any, are caused by his own acts or omissions, or the acts or  
 3 omissions of third parties other than Equifax.

**TENTH AFFIRMATIVE DEFENSE**

5       33. Plaintiff's claim for punitive damages is barred by the provisions of 15 U.S.C.  
 6 §1681n.

**ELEVENTH AFFIRMATIVE DEFENSE**

8       34. Plaintiff's Amended Complaint seeks the imposition of punitive damages.  
 9 Equifax adopts by reference the defenses, criteria, limitations, standards and constitutional  
 10 protections mandated or provided by the United States Supreme Court in the following cases:  
 11 BMW v. Gore, 517 U.S. 559 (1996); Cooper Indus., Inc. v. Leatherman Tool Group, Inc., 532  
 12 U.S. 923 (2001) and State Farm v. Campbell, 538 U.S. 408 (2003).

**TWELFTH AFFIRMATIVE DEFENSE**

14       35. Plaintiff has failed to mitigate his damages.

**THIRTEENTH AFFIRMATIVE DEFENSE**

16       36. Equifax reserves the right to plead additional defenses that it learns of through the  
 17 course of discovery.

**FOURTEENTH AFFIRMATIVE DEFENSE**

19       37. Equifax asserts that some or all of Plaintiff's claims are barred by qualified  
 20 immunity.

22       **WHEREFORE**, having fully answered Plaintiff's Amended Complaint, defendant  
 23 Equifax Information Services LLC prays for judgment as follows:

24       (1) Plaintiff's Amended Complaint be dismissed in its entirety and with prejudice,  
 25           with costs taxed against plaintiff;  
 26       (2) That Equifax be dismissed as a party to this action;  
 27       (3) That Equifax recover from Plaintiff its expenses of litigation, including attorneys'  
 28           fees; and

1 (4) That Equifax recover such other and additional relief as the Court deems proper.  
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4 Respectfully submitted,  
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7 NOKES & QUINN  
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10 Dated: September 14, 2007

11 /S/  
12 THOMAS P. QUINN, JR.  
13 Attorney for Defendant EQUIFAX  
14 INFORMATION SERVICES LLC  
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